

## **REMARKS**

The Office Action mailed March 23, 2010 has been considered. Reconsideration in view of the following remarks is respectfully requested.

Claims 1 and 56 have been amended to correct minor editorial matters. New claims 63-65 have been added to the application. Support for the new claims may be found in throughout the specification, figures, and original claims.

### **CLAIM OBJECTIONS**

In the Office Action, the Examiner objected to claim 56 because “be” should be “by”. Claim 56 has been amended to correct the typographical matter. It is respectfully requested that the Examiner withdraw this objection.

### **PATENTABILITY OF CLAIMED INVENTION**

In the Office Action, the Examiner rejected claims 1, 4-6, 11-12, 14-18, 21-25, 44-47, 56 and 62 under 35 U.S.C. §103(a) as being allegedly anticipated only by Fleming (U.S. Patent 5,953,710); rejected claims 8 and 9 under 35 U.S.C. §103(a) as being allegedly anticipated only by Fleming in view of Picciallo et al. (US Pub. 2001/0034703); rejected claims 2, 3, 19, 20 and 38 under 35 U.S.C. §103(a) as being allegedly unpatentable over Fleming in view of Herman (PCT Intl. Publication WO/0043852); rejected claim 13 under 35 U.S.C. §103(a) as being allegedly unpatentable over Fleming in view of Maritzen et al. (US Pub. 2002/0095386); and rejected claims 42-43 under 35 U.S.C. §103(a) as being unpatentable over Fleming in view of Cheong et al. (USP 7,006,993). Claims 1, 56, and 62 are independent claims. These rejections are fully traversed below.

The Office Action, on page 3, contends that “increasing or decreasing an amount of credit available in another account ... by designating an amount of credit to be provided to that account from a first account, broadly interpreted, reads on ‘transferring an amount of money’ to that account. ... In addition, the recitation of the purpose of the money is not a positively recited limitation in claim 1 ... it is merely a purpose of the method.” Applicants respectfully disagree.

Claim 1, among other things, recites:

(a) receiving an allowance request from a user indicating a request to set up an allowance for a recipient, the allowance representing an amount of money being made available by the user to the recipient for purchase of one or more items over the network; ...

(c) periodically initiating transfer, by at least one server, of money into the recipient account in accordance with the allowance request and the allowance increment, wherein the transfer of the money periodically in the amount of the allowance increment is achieved by transferring the amount of the allowance increment from a credit card associated with the user to the recipient account, whereby the recipient account is credited with the amount of the allowance increment.

Contrary to the assertions in the Office Action, Claim 1 recites the purpose of the money in a positively recited limitation, namely, “the allowance representing an amount of money being made available by the user to the recipient for purchase of one or more items over the network” and “periodically initiating transfer ... of money into the recipient account”. Accordingly, Claim 1 positively recites that the money is transferred and made available to the recipient for purchase of items over the network.

Furthermore, as stated in previous amendments, the Office Action improperly equates the credit limit provided by the card issuer of Fleming to the transfer of money recited in claim 1. Fleming simply teaches that **credit** is given on a credit card that has to be paid back to the credit card issuer, which is **not** a transfer of **money**. A **credit limit** is the maximum amount of credit that a financial institution or other lender will extend to a debtor for a particular line of credit. There is no transfer of money from the credit card company to the credit card holder. This is further supported in Fleming, which specifically teaches that the parents “make a single payment for both the child’s and the parent’s credit card accounts.” (Col. 3, lines 21-23, See also Col. 5, lines 22-24 which states a “parent sends a payment 16 via the payment delivery service 18 which is processed by the Bank Payment Processing System 20”). Thus, In fact, should the credit be equated to the transfer of money, there would be no need or

desire for the user to “send a payment” to the credit card company. Thus, equating the credit limit of Fleming to the transfer of money recited in claim 1 is not logical especially since Fleming teaches that the user (i.e., parents) must send a payment for the purchases placed on the credit card to the credit card company.

The Office Action, on page 3, contends that “[f]urther arguments regarding payment of credit card as asserted by Applicant, fail to address recited claim limitations.” Applicants respectfully disagree. Nowhere does Fleming teach or suggest nor has the Examiner specifically illustrated where Fleming discloses “wherein the transfer of the money periodically in the amount of the allowance increment is achieved by transferring the amount of the allowance increment from a credit card associated with the user to the recipient account” as recited in claim 1. In fact, as stated above, Fleming teaches that the parents “make a single payment for both the child’s and the parent’s credit card accounts.” The child’s credit card of Fleming is clearly not funded with money that is transferred from the parent’s credit card.

With respect to claim 56, the Office Action further asserts that “the actual purchasing of goods over a network is not positively recited, and that the ‘facilitating’ step does not positively recite that goods are purchased with the allowance.” Applicants respectfully disagree. Claim 56, among other things, recites: “facilitating purchase by the recipients of one or more items over the network using the money from the allowance increments that have been transferred to the recipient accounts associated with the recipients.” Claim 56 clearly recites that the purchase of the items are used with the money from the allowance increments.

The Office Action further broadly interprets the term facilitated and improperly asserts that facilitated is “merely making the money available to the recipient.” Applicants respectfully disagree. Purchasing items over the network includes more than merely making money available to the recipient.

Based on the foregoing, it is submitted that claim 1 is patentably distinct from Fleming. Claims 56 and 62 provide for similar features as claim 1 and is allowable for at least similar reasons. In addition, it is submitted that dependent claims 2-6, 8-9, 11-

12, 13-20, 21-25, 38, and 42-47 are also patentably distinct for at least the same reasons. The additional limitations recited in the independent claims or the dependent claims are not further discussed as the above-discussed limitations are clearly sufficient to distinguish the claimed invention from Fleming. The combination of Herman, Picciallo, Maritzen, and Cheong with Fleming does not cure the deficiencies of Fleming. Thus, it is respectfully requested that the Examiner withdraw the rejection of the claims under 35 USC §103(a).

#### **SUMMARY**

It is believed that this Amendment places the above-identified patent application into condition for allowance. Early favorable consideration of this Amendment is earnestly solicited and Applicant respectfully requests that a timely Notice of Allowance be issued in this case. If, in the opinion of the Examiner, an interview would expedite the prosecution of this application, the Examiner is invited to call the undersigned attorney at the number indicated below.

Applicants hereby petition for an extension of time which may be required to maintain the pendency of this case, and any required fee for such extension or any further fee required in connection with the filing of this Amendment is to be charged to Deposit Account No. 504298 (Order No. 101-P287).

Respectfully submitted,

/C. Douglass Thomas/

C. Douglass Thomas  
Reg. No. 32,947

TI Law Group, PC  
408.955.0535